



Avaya Product Limited Warranty Policy for Consumer Customers

Scope of Policy

Avaya warrants to consumer customer ("Customer") that during the applicable warranty period the Avaya Products will conform to and operate in accordance with the applicable Documentation in all material respects.

This limited warranty policy applies to all Avaya Products purchased by Customers directly from Avaya or from an Avaya Channel Partner in the United States and Canada.

Standard Limited Warranty Period for Hardware

Unless otherwise stated specifically by Avaya, the following period applies:

- a) Twelve (12) months, beginning on the Product Purchase Date.

Standard Limited Warranty Period for Software and Software Media

Unless otherwise stated specifically by Avaya, the following period applies:

- a) Ninety (90) days, beginning on the Product Purchase Date.

Warranty Exclusions

The warranties do not extend to any damages, malfunctions, or non-conformities caused by (i) use of the Products in violation of the license granted by Avaya or in a manner inconsistent with the Documentation; (ii) normal wear due to Product use, including but not limited to Product cosmetics and display scratches; (iii) use of non-Avaya furnished equipment, software, or facilities with Products (except to the extent provided in the Documentation); (iv) failure to follow installation, operation or maintenance instructions; or (v) failure to implement all new updates to Software. An "Update" is a change in the Software that provides corrective content for maintenance purposes only. Updates are generally available to Products under warranty and to subscribers to Avaya's Product support or maintenance services. Warranties do not extend to Products that have been altered (including alteration of serial numbers), serviced or modified by a party other than Avaya or a third party specifically authorized by Avaya to provide the service or modification.



Warranty Procedures and Remedies

Customers who purchase the Product should contact Avaya regarding any warranty claims through the Avaya weblink provided at the end of this document. If a Product is not in conformance with the warranty above and Avaya receives a written notice during the applicable warranty period describing in reasonable detail how the Product failed to be in conformance, and including evidence that the product is under warranty by providing written proof of purchase containing the purchase date such as a receipt or invoice, Avaya at its option will: (i) repair or replace the Product to achieve conformance and return the Product; or (ii) refund the applicable fees upon return of the non-conforming Product to Avaya. For Software warranty, Avaya provides access to available software corrective content and product support knowledge base on a self-service basis. Returned Hardware that has been replaced by Avaya will become Avaya's property. Replacement Products are warranted as above for the remainder of the original applicable Product warranty period. THESE REMEDIES WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND WILL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES CUSTOMER MAY HAVE AGAINST AVAYA WITH RESPECT TO THE NONCONFORMANCE OF PRODUCTS.

Disclaimers

EXCEPT AS REFERENCED AND LIMITED IN THIS DOCUMENT, NEITHER AVAYA NOR ITS LICENSORS OR SUPPLIERS MAKES ANY EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY PRODUCTS. AVAYA DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF PRODUCTS OR THAT THE PRODUCTS WILL PREVENT TOLL FRAUD. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AVAYA DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE WARRANTY REMEDIES EXPRESSLY PROVIDED IN THIS DOCUMENT WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES.

General

This policy applies to all Products sold under the Avaya brand, and combines and supersedes all earlier versions.

If any provision of this policy is determined to be unenforceable or invalid by court decision, the policy will not be rendered unenforceable or invalid as a whole, and the provision will be changed and interpreted so as to best accomplish the objectives of the original provision within the limits of applicable law.

Avaya is not responsible for any warranty, support or maintenance commitments made by Channel Partners or other service providers. Avaya reserves the right to amend or change this policy at its sole discretion at any time, and this policy shall not be interpreted to create any contractual obligation by Avaya to provide support to any specific Customer, Channel Partner or other service provider.



Definitions

“Channel Partner” means a company authorized by Avaya to purchase or license Avaya Products or services and to resell them as so authorized.

“Documentation” means information published by Avaya in varying mediums which may include product information, operating instructions and performance specifications that Avaya generally makes available to users of its Products. Documentation does not include marketing materials.

“Customer” means a third party that purchases or licenses Products from Avaya or a Channel Partner in the United States or Canada for the internal use by such third party and not for resale or sublicense.

“Hardware” means the standard consumer hardware products that Customer purchases from Avaya or a Channel Partner in the United States or Canada.

“Product” means Hardware and Software, or any combination thereof.

“Product Purchase Date” means the date that the Customer purchased or licensed the Products from Avaya or a Channel Partner.

“Software” means the consumer computer programs in object code form that Customer licenses from Avaya or through a Channel Partner in the United States or Canada.

More Information

For additional information about Avaya Product Warranties please refer to the following website:

<https://support.avaya.com/helpcenter/getGenericDetails?detailId=C20091120112456651010> .